



**COUNTY OF CALHOUN
PURCHASING DEPARTMENT
315 WEST GREEN STREET
MARSHALL, MI 49068**

NOTICE OF INVITATION FOR BID

Sealed bids will be received at the Office of the County Purchasing Department, as indicated above, until 3:00 p.m. local time on the date specified herein unless changed in special conditions. **NO LATE BIDS WILL BE ACCEPTED.** At that time bids will be opened and publicly read, for furnishing the material, supplies, equipment, services, or for supplying the materials and/or work necessary for the repair, construction, or improvement in accordance with the provisions contained herein. THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS AS IT DEEMS IN ITS BEST INTERESTS.

**GENERAL CONDITIONS
AND INSTRUCTIONS TO
BIDDERS**

In compliance with the provisions contained herein, and subject to all the conditions herein, the Bidder offers and agrees to enter into a contract in accordance with the prices stated herein if this bid is accepted within 90 days from the date of bid opening.

This copy of Invitation for

Bids, General Conditions and Instructions to Bidders, Special Conditions, Specifications, plans and documents contained herein, form the bid package and will be part of the contract.

**FAIR EMPLOYMENT
PRACTICES /
AFFIRMATIVE ACTION:**
Any vendor engaged in this contract shall comply with the Civil Rights Act of 1964, P.L. 88-352, 78 Stat. 241, as amended, the Equal Opportunity Employment Act of 1972, P.L. 96-261, 86 Stat. 103, as amended, and the Federal Rehabilitation Act of 1973, PL 93-112, Section 504, 87 Stat 394, as amended.

Any vendor engaged in this contract shall not violate the provisions of the Michigan Handicappers' Act, P.A. 1976, No. 220, being sections 37.1101 et seq. of the Michigan Compiled Laws or the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, being sections 37.2101 et seq. of the Michigan Compiled Laws, and specifically agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or

indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status, or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

**SUBMISSION AND
RECEIPT OF BIDS:** The County reserves the right to postpone the bid opening for its own convenience. Bidders shall use the bid document forms furnished by the County as no other may be accepted. Bid forms shall be returned intact. The bid proposal & contract agreement shall be legally signed when submitted. The envelope shall be sealed when submitted. Bids opened by mistake due to improper identification may be rejected and returned. Bids shall be mailed or delivered to the Office of the County Purchasing Department, 315 West Green St. Marshall, MI 49068.

PREPARATION OF BIDS:
1) The Bid shall be legibly prepared with ink or typed.

2) If a unit price or extension already entered by the bidder on the Bid/Contract form is to be altered, it shall be crossed out with ink, the new unit price or extension entered above or below and initialed by the bidder, also with ink.

3) The bid shall be legally signed and the complete address of the bidder given thereon.

4) The bidder understands that the County of Calhoun reserves the right to reject any or all bids.

5) Any assistance required regarding the bid or the bidding process shall be directed to the Purchasing Department, 315 West Green St., Marshall, MI 49068, Phone (269) 781-0981.

DISCLOSURE: All information in proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

BIDDERS SIGNATURE: The bidder shall fill out the appropriate form below, indicating legal status of bidder, and strike out the other two forms.

An **INDIVIDUAL** whose signature is affixed to this contract, doing business under the firm name of _____

A **PARTNERSHIP** doing business under the firm name of _____ all of

the members of which names/ addresses are:

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

A **CORPORATION** duly organized and doing business under the laws of the State of _____ with Federal ID # _____ if the contractor is an Individual, the trade name (if contractor operates under a trade name) shall be indicated in the contract and the contract signed by such individual. If signed by one other than the contractor, there shall be attached to the contract a duly authenticated, Power-of-Attorney evidencing the signer's authority to execute such a contract for and on behalf of the partnership.

If the contractor is operating as a partnership, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract, a duly authenticated Power-of-Attorney, evidencing the signer's (signers') authorization to sign such contract for and in behalf of the partnership.

If the contractor is a corporation, the Certificate of Authorization for Contract

Execution (attached), shall be completed in full.

INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR: By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

A) The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.

B) The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.

C) No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.

D) Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

INCURRED COST: Calhoun County will not be liable for any cost incurred by the prospective contractor, irrespective of its nature, prior to the issuance of a contract.

INTERPRETATION OF BID/ CONTRACT DOCUMENTS: All inquiries shall be made by the date specified herein in order that a written response in the form of an addendum, if required, can be processed before the bids are opened.

CHANGES AND ADDENDA TO BID DOCUMENTS: Each change or addendum issued in

relation to this bid document will be on file in the Office of the Purchasing Department. In addition, to the extent possible, copies will be mailed/faxed to each person registered as having received a set of bid documents. It shall be the bidders responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the office of the County Purchasing Department.

WITHDRAWAL OF BIDS: Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. No bid may be withdrawn for at least ninety (90) days after bid opening.

SPECIFICATIONS: Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the County's applicable standard specifications, and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the County and should not be construed as excluding bids on other types of materials, equipment and supplies.

However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The County reserves the right to determine if equipment/product being bid is equal to the specified equipment/product requested. All goods shall be new unless otherwise so stated in the bid.

QUANTITIES: When estimated quantities are stated, the County reserves the right to increase or decrease the quantity as best fits its needs, and the County does not guarantee maximum or minimum quantities.

SAMPLES: Samples shall be supplied as requested on the Bid Form and shall be furnished at no cost to the County.

ALTERNATE BIDS: Bidders are cautioned that any alternate bid, unless requested by Purchasing, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive, and at the option of the County, may result in rejection of the bid.

PRICING: Prices shall be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, unit price bid will govern.

AWARD: The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the County, price and other factors considered. The County reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in bids received. Unless otherwise specified In the Bid Document, the County reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or group of items provided unit prices are clearly shown and a notation is made on the bid document clearly indicating Bidder's intent. No award will be granted to a vendor who is in default to the County.

ROYALTIES, NOTICES AND FEES: Contractor shall give all notices and pay all royalties and fees. He shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof. He shall comply with all laws, ordinances and codes applicable to any portion of the work.

INFRINGEMENT AND INDEMNIFICATIONS: The bidder, if awarded a contract, agrees to protect, defend, and save the County, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or form as part of

the work covered by either order or contract; and from suits or a charge of any nature and description brought against it for, or on account of, any injuries or damages received or sustained by the party or parties by or from any of the acts of the contractor, the contractor's employees, or agents; from all liabilities, claims, demands, judgments and expenses to the persons or property occasioned, wholly, or in part, by the acts or omissions of the contractor, agents or employees.

BONDS: If bonds are required in the bid, it will be so stated in the Special Conditions. The bidder or contractor agrees to furnish bonds, to the Purchasing Department. Failure on the part of the successful bidder to file satisfactory bonds and insurance within ten (10) days may be considered cause for rejection of the bid as non-responsive and the bonds, and/or insurances may be declared forfeited as liquidated damages.

DELIVERY: Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder in the Bid Document, prices bid will be considered as being based on F.O.B. delivered, freight included.

TAXES: The County is generally exempt from Federal Excise and State Sales Tax. The County's Tax Exemption Number is 38-600-4358.

NOTICE TO PROCEED/ PURCHASE ORDER: The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Department.

NON-ASSIGNMENT. The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of Purchasing Department.

SAFETY PROVISIONS: When a Purchase Order or contract calls for the performance of a service or procurement of goods, the bidder agrees to follow all Federal, State, County and Local Laws and regulations governing the furnishing and use of all safeguards, safety devices, protective equipment and work procedures.

T E R M S A N D CONDITIONS FOR SERVICE/CONSTRUCTI ON BIDS

The following additional terms and conditions shall be part of this contract for service and construction bids:

ACCIDENT PREVENTION: The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all the damages to persons or property either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The

safety provisions of applicable laws and OSHA standards shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the County may determine to be reasonably necessary.

**C O N F L I C T S A N D
OMISSIONS:** The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned.

**E X A M I N A T I O N O F
PREMISES:** Bidder shall become familiar with local conditions affecting the job. They will take their own measurements and be responsible for the correctness of same. Bidder shall be held to have made such examinations and no allowances will be made in bidder's behalf by reason of error or omission on their part if any part of the Contractor's work depends for proper results upon existing work or the work of another contractor. The Contractor, before commencing work, shall notify the County in writing of any defects that will affect the results.

**M A T E R I A L /
WORKMANSHIP:** Unless other-wise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.

EMPLOYEE/SUPERVISION: Contractor shall enforce good order among his employees and shall not employ on the work any disorderly, intemperate or unfit person or anyone not skilled in the work assigned to him. Contractor, or a competent person having authority to act for him, shall be at the work at all time.

WORKING CONDITIONS: All work shall be done in accordance with all regulations governing the County Unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of the County Unit. Materials, tools, etc. shall be confined so as not to unduly encumber the premises. Each bidder shall be held to have visited the site and checked with the authorities as to the working conditions and the methods of carrying out the work and to have included in his/her proposal all costs for meeting such working conditions.

OTHER CONTRACTS: The County may let other contracts in connection with the work and the Contractor shall properly connect and coordinate his work with the work of such other contractors. The County shall not be liable for any damages or increased costs occasioned by the failure of other contractors or sub-contractors to execute their work as may be anticipated by these documents.

CHANGES: Contractor shall

make changes in the contracted work only as ordered in writing by the County.

PROTECTION: Contractor shall properly protect all new and existing structure from damage. Contractor shall comply with all safety rules and regulations as published by the Michigan Dept. of Labor, Bureau of Safety and Regulations.

C O N T R A C T O R
INSURANCE: The Contractor shall at the time of execution of this contract, file with the County a Certificate of Insurance, which shall cover all of his insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies of insurance covering said County and their officers, agents and employees. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his/her operations under this Contract.

The vendor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated, unless otherwise noted in the special conditions.

Workers' Compensation

\$100,000 or statutory limit as required under the MI Worker's Compensation Act

Comprehensive General

Liability:
(including XCU if
appropriate)

Bodily Injury
\$500,000 (each occurrence)
\$1,000,000 (aggregate)

Property Damage
\$500,000 (each occurrence)
or
Combined Single Limit
\$1,000,000

Automobile

Bodily Injury
\$300,000 (each person)
\$500,000 (each occurrence)

Property Damage
\$500,000
or
Combined Single Limit
\$500,000

A 30 day notice of cancellation or material change shall be provided to the County and so noted on the Certificate of Insurance. All certificates and notices shall be sent to Calhoun County Purchasing Department, 315 West Green St., Marshall, MI 49068.

TERMINATION FOR BREACH: The County may terminate this contract for violations hereof when violations are not stopped immediately and corrected within a reasonable length of time after notification by the County. In the event of such termination, the County may complete the contracted work

and the Contractor will be liable for any excess cost occasioned the County thereby and in such case the County may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefore.

COPELAND ANTI-KICKBACK ACT: Copeland Anti-Kickback Act Title 18, U.S.C. June 25, 1948 Section 874, Kickbacks from Public Employees:

'Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which the worker is entitled under the contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five (5) years, or both.'

PAYMENTS: Payment will be made by the County within 30 days after the goods and/or services have been fully delivered and accepted or the work completed to the full satisfaction of the County.

Contract will not be considered complete until the work has been finally accepted by the County and the following have been furnished.

- (a) The required guarantees,
- (b) All waivers of lien.
- (c) Satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work, have been paid.
- (d) If contract is terminated by the County, Contractor shall be entitled solely to payment for that portion of the contract completed by said Contractor at the time of termination minus set off and/or damage to County occasioned by Contractor's breach.

ADDITIONAL TERMS AND CONDITIONS

In evaluating bids, the County shall consider the qualifications of the Bidders,

whether or not the Bids comply with prescribed requirements, and alternates and unit prices if requested in the Bid form.

The County may consider operating costs, maintenance requirements, performance data, and guarantees of materials and equipment.

The County may conduct such investigations as it deems necessary to assist in the evaluation of a Bid and to establish the responsibility, qualifications and financial ability of the Bidders to furnish the work in accordance with the Bidding documents to the County's satisfaction within the prescribed time.

**CALHOUN COUNTY
PURCHASING
DEPARTMENT
315 WEST GREEN
STREET
MARSHALL, MI 49068
(269) 781-0981**

**COUNTY ADMINISTRATION
PURCHASING DIVISION
CALHOUN COUNTY, MICHIGAN
INVITATION TO BID**

ISSUE DATE: MONDAY; MAY 5, 2014
BID OPENING DATE: WEDNESDAY; MAY 28, 2014
PROJECT: *CHEMICAL STORAGE FACILITY RFP#115-14*

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible proposer, as determined by the County only when approved and accepted by the County of Calhoun.

PART I - PROPOSAL SUBMISSION

Proposals must be submitted in complete original form by mail or by messenger to the following address:

CALHOUN COUNTY BUILDING
COUNTY ADMINISTRATION - PURCHASING DIVISION
315 WEST GREEN STREET
MARSHALL, MICHIGAN 49068

All proposals received shall be notated as such on the outside of the envelopes:

SEALED BID: *CHEMICAL STORAGE FACILITY RFP#115-14*

DUE DATE: WEDNESDAY; MAY 28, 2014; 3:00 P.M.

PART II - SPECIAL CONDITIONS

II(1) INTRODUCTION

Calhoun County is seeking proposals from qualified general contractors to facilitate the construction of a chemical storage facility for the Calhoun County Road Department at 13300 15 Mile Road in Marshall, Michigan. The general contractor shall provide materials, labor and supervision for the construction project. The structure shall be 70' wide x 155' long x 33'-6" high (to the eaves) and covered ancillary storage lean-to's principally comprised of cast-in-place concrete and wood stud walls, wood trusses, sheathing and asphalt shingles and panel wood siding. The structure will include (3) openings and asphalt pavement within and around the structure. All work for the complete construction of the project will be under a single prime contractor through a firm fixed price contract with the County based on bids received and awarded.

II(2) PREBID CONFERENCE

A pre-bid conference will be held at the Calhoun County Road Department; 13300 15 Mile Road, Marshall, Michigan for the purpose of reviewing the construction site. The conference will be held on **Wednesday; May 14, 2014; at 1:30 p.m.** Bidders are to meet in the Road Department Administration Office. The meeting will be immediately followed by a tour of the project site. Representatives of the Road Department will be present to discuss the project, bidding requirements and project sequencing requirements. **Attendance at the pre-proposal meeting is strongly encouraged in order for the bidder to submit a proposal.**

II (3) BID BOND

Bid security in the amount of five percent (5%) of the bid must accompany each bid in accordance with the Instructions to Bidders. Bid security shall be a certified check or bid bond. All bid bonds shall be made payable to the Capital Area Transportation Authority. The successful bidders will be required to furnish Contract Performance and Payment Bonds for 100% of their contract amount prior to execution of contracts. Bonds shall be maintained in accordance with Michigan Law Bonds shall be in full force and effect for a period of at least 12 months after the Date of Substantial Completion of the Contract. Should the contractor's bonding company give notice of cancellation; the contractor will be responsible for securing new bonds prior to termination.

II(4) SUBMISSION OF PROPOSALS

To be considered, proposers must submit a complete response to this RFP. Bid proposals shall be properly and completely executed on the bid form provided and shall include all referenced supplemental forms and certificates. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least sixty (60) days from the opening date. Please submit FOUR (4) copies of proposal to the Calhoun County Offices, Purchasing Division, 315 West Green Street, Marshall, Michigan, 49068; on or before WEDNESDAY, MAY 28, 2014; 3:00 P.M.

II(5) RESPONSE TO RFP

Bidder's proposal packet must arrive at the Purchasing Division on or before WEDNESDAY, MAY 28, 2014; 3:00 P.M. Proposers are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.

II(6) CANCELLATION

Cancellation of the contract by the County may be for; (a) default by the contractor; or, (b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

II(7) EMPLOYMENT OF LOCAL LABOR

The County of Calhoun is committed to the use of local labor and will make this commitment a requirement when awarding this construction contract. Prior to the awarding of the contract the County will require, in writing, a statement from the successful bidders concerning their plans to hire from the labor supply residing in the County of Calhoun.

PART III - SPECIFICATIONS

III(1) PROJECT SCOPE

The Calhoun County Road Department is in the process of constructing a new chemical storage building. The general contractor hired as a result of this RFP selection process shall provide materials, labor and supervision for the construction project. The structure shall be 70' wide x 155' long x 33'-6" high (to the eaves) and covered ancillary storage lean-tos principally comprised of cast-in-place concrete and wood stud walls, wood trusses, sheathing and asphalt shingles and panel wood siding.

Construction and site preparation shall be in full accordance with the Bidding and Contract Documents, which are on file with the Road Department and may be examined by prospective bidders at the Road Department's address noted above. Bid Documents (Drawings and Project Manual) are available at the Calhoun County Road Department, 13300 15 Mile Rd, Marshall, Michigan, 49068; phone (269) 781-9841, on a non-refundable basis for the actual cost of reproduction approximately \$50.00 per set).

Purchase of the Bid Documents is to be done directly with the Road Department. The bidder shall obtain and utilize the full set of Bid Documents since these documents were developed as a system and individual plans or specifications may not be all inclusive of the bid scope or requirements. Only full sets will be distributed. Construction and site preparation shall be in full accordance with the Bidding and Contract Documents, which are on file with the Road Department and may be examined by prospective bidders at the Road Department's address noted above.

Wage rates shall be no less than the prevailing wage rates as determined by the State of Michigan. Refer to the wage scale included in the project manual.

III(2) PROJECT SCHEDULE

Proposals from bidders for the construction of the chemical storage facility should be submitted in consideration of the following schedule;

Contract Award - June 20, 2014

Project Start Date- July 1, 2014

Expected Completion Date - October 1, 2014